

A. G. Contract No. KR95 1810TRN
ADOT ECS File No. JPA 95-25
Project: HX034 01C
Section: SR-260 @ Cliffs Pkwy

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT is entered into 10 AUGUST, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. The State and the Town desire to participate in the
design, construction, maintenance and operation of a new
traffic signal warranted on SR-260 at the intersection of
Cliff's Parkway in the Town, hereinafter referred to as the
Project, at an estimated cost of \$100,000.00, for the safety
and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>19996</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/10/95</u>
<u>Gene For Hunt</u> Secretary of State
By <u>Vicky Greenawald</u>

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Be responsible for fifty percent (50%) of the cost of the Project, excluding any required intersection improvements (curb and gutter work, etc.) aside from the traffic signal.

d. Upon completion, approve and accept the Project and provide maintenance.

e. When the Project is complete and functional, invoice the Town for fifty percent (50%) of the cost of the Project.

2. The Town will:

a. Review the design documents and provide comments.

b. Be responsible for and accomplish any required intersection improvements (curb & gutter work, etc.) aside from the traffic signal prior to construction of the Project. Be responsible for any contractor claims for extra compensation attributable to the Town.

c. Within thirty days after receipt of an invoice, reimburse the State for fifty percent (50%) of the cost of the Project.

d. Upon completion and acceptance by the State, provide electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Camp Verde
Town Manager
Box 710
Camp Verde, AZ 86322

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF CAMP VERDE

STATE OF ARIZONA

Department of Transportation

By Carter Rogers
CARTER ROGERS
Mayor

By Charles K. Eaton
CHARLES K. EATON
State Traffic Engineer

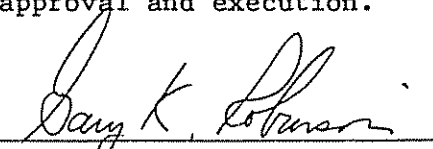
ATTEST

By D Bullard
DANE BULLARD
Town Clerk

RESOLUTION

BE IT RESOLVED on this 31st day of January 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Camp Verde for the purpose of defining responsibilities for the design, construction and maintenance of a new traffic signal warranted on SR 260 at the intersection of Cliff's Parkway in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for, LARRY S. BONINE
Director

RESOLUTION NO. 95-324

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA. APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION ("ADOT") FOR THE INSTALLATION OF TRAFFIC SIGNAL LIGHTS AND ELECTRICAL POWER COSTS AT THE INTERSECTION OF HIGHWAY 260 AND CLIFFS PARKWAY.

WHEREAS, The Town of Camp Verde, a municipal corporation ("Town") is jointly responsible with the State of Arizona, Department of Transportation ("ADOT") for maintenance of SR 260 through the town limits, including traffic signal lights, and has authority pursuant to ARS 48-572 (as amended) to install and maintain traffic signal lights.

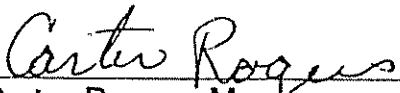
WHEREAS, Arizona Department of Transportation is empowered to make improvement and enter Intergovernmental Agreements with units of local governments in JPA 95-25 authorized by Section 28-108 of the Arizona Revised Statutes.

WHEREAS, The citizens of Camp Verde would be well served by an expenditure of public monies for the installation and improvements of traffic signal lights as proposed in this agreement.

NOW, THEREFORE, THE MAYOR AND THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA RESOLVE AS FOLLOWS:

Pursuant to ARS 11-952.H, the Town is authorized to execute the Intergovernmental Agreement with the State of Arizona, Department of Transportation ("ADOT"), designated as JPA95-25, and participate according to the terms of the IGA, including the Town's share of the funding of construction and paying all electric charges after installation and operation begins.

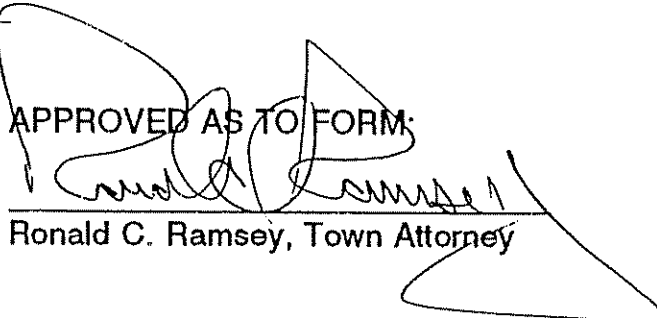
PASSED, APPROVED AND ADOPTED, By the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on the 19th July, 1995


Carter Rogers, Mayor

ATTEST:


Dane Bullard, Town Clerk

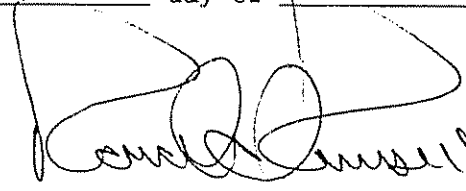
APPROVED AS TO FORM:


Ronald C. Ramsey, Town Attorney

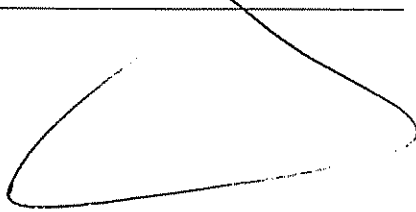
APPROVAL OF THE CAMP VERDE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF CAMP VERDE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 21st day of July, 1995.



Town Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1810-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of August, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/42